

To the extent a response is required, the NHL admits plaintiff brings a complaint against the NHL. The NHL denies the allegations in the second sentence of the opening paragraph, except admits plaintiff seeks damages and denies plaintiff is entitled to any relief. The NHL denies the remaining allegations in the opening paragraph.

RESPONSE TO “INTRODUCTION”

1. The NHL denies the allegations in paragraph 1, because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.
2. The NHL denies the allegations in paragraph 2.
3. The NHL denies the allegations in paragraph 3.
4. The NHL denies the allegations in paragraph 4.
5. The NHL denies the allegations in paragraph 5, except states that the NHL maintains documents in the ordinary course of business that specify league-wide annual revenue.
6. The motion for class certification was denied by the Court in the MDL on July 13, 2018 and, therefore, no response to the allegations in this paragraph is required. To the extent a response is required, the NHL denies the allegations in paragraph 6.
7. The NHL denies the allegations in paragraph 7.
8. The motion for class certification was denied by the Court in the MDL on July 13, 2018 and, therefore, no response to the allegations in this paragraph is required. To the extent a response is required, the NHL denies the allegations in paragraph 8, except admits plaintiff seeks damages and denies plaintiff is entitled to any relief.

RESPONSE TO “JURISDICTION AND VENUE”

9. Paragraph 9 states legal conclusions to which no responsive pleading is necessary.

10. Paragraph 10 states legal conclusions to which no responsive pleading is necessary.

11. Paragraph 11 states legal conclusions to which no responsive pleading is necessary.

RESPONSE TO “PARTIES”

12. The allegations in this paragraph relate exclusively to claims for relief that have been dismissed and, therefore, no response to the allegations in this paragraph is required.

13. The allegations in this paragraph relate exclusively to claims for relief that have been dismissed and, therefore, no response to the allegations in this paragraph is required.

14. The allegations in this paragraph relate exclusively to claims for relief that have been dismissed and, therefore, no response to the allegations in this paragraph is required.

15. The allegations in this paragraph relate exclusively to claims for relief that have been dismissed and, therefore, no response to the allegations in this paragraph is required.

16. The allegations in this paragraph relate exclusively to claims for relief that have been dismissed and, therefore, no response to the allegations in this paragraph is required.

17. The allegations in this paragraph relate exclusively to claims for relief that have been dismissed and, therefore, no response to the allegations in this paragraph is required.

18. The NHL denies the allegations in the first and fifth sentences of paragraph 18 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein. The NHL admits the allegations in the second, third, fourth, sixth, seventh and eighth sentences of paragraph 18 that Michael Peluso (“Peluso”) played for portions of the 1990-91 through 1997-98 NHL regular seasons, that he played 458 regular season NHL games, that Peluso had 1951 total penalty minutes during NHL regular season games, that during the

1991-92 season, Peluso had over 400 penalty minutes, and that Peluso was a forward. The NHL denies the allegations in the ninth sentence of paragraph 18.

19. The allegations in this paragraph relate exclusively to claims for relief that have been dismissed and, therefore, no response to the allegations in this paragraph is required.

20. The allegations in this paragraph relate exclusively to claims for relief that have been dismissed and, therefore, no response to the allegations in this paragraph is required.

21. The allegations in this paragraph relate exclusively to claims for relief that have been dismissed and, therefore, no response to the allegations in this paragraph is required.

22. The allegations in this paragraph relate exclusively to claims for relief that have been dismissed and, therefore, no response to the allegations in this paragraph is required. To the extent a response is required, the NHL denies the allegations in paragraph 22, except admits the NHL is an unincorporated association, consisting of thirty-one Member Clubs, the NHL maintains an office at 1185 Avenue of the Americas, New York, New York, 10036, and states that it maintains documents in the ordinary course of business that specify league-wide annual revenue.

23. The allegations in this paragraph relate exclusively to claims for relief that have been dismissed and, therefore, no response to the allegations in this paragraph is required. To the extent a response is required, the NHL admits the allegations in paragraph 23.

RESPONSE TO “SUBSTANTIVE ALLEGATIONS”

A. Response to “The Origins of the NHL”

24. The NHL denies the allegations in paragraph 24 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

25. The NHL denies the allegations in paragraph 25 because it is without knowledge

or information sufficient to form a belief as to the truth of the allegations therein.

26. The NHL denies the allegations in paragraph 26 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits the Stanley Cup is awarded to the NHL Club that wins the Stanley Cup Playoffs each season.

27. The NHL denies the allegations in paragraph 27 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

28. The NHL denies the allegations in paragraph 28 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

29. The NHL admits the allegations in the first and second sentences of paragraph 29. The NHL denies the allegations in the third sentence of paragraph 29, except admits Olympic ice hockey has been played by NHL and other professional players in certain Olympic games. The NHL denies the allegations in the fourth sentence of paragraph 29 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits other professional hockey leagues exist in European countries.

B. Response to “The NHL Quickly Establishes Its Roots in Extreme Violence”

30. The NHL denies the allegations in the first, second and fourth sentences of paragraph 30. The NHL denies the allegations in the third and fifth sentences of paragraph 30 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

31. The NHL denies the allegations in paragraph 31.

1. Response to “The Coutu Incidents”

32. The NHL denies the allegations in paragraph 32 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Wilfrid Coutu played in the NHL for portions of the 1917-1918 to 1926-27 regular seasons.

33. The NHL denies the allegations in paragraph 33 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

2. Response to “The Cleghorn Incidents”

34. The NHL denies the allegations in paragraph 34 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Sprague Cleghorn played in the NHL for portions of the 1918-19 to 1927-1928 regular seasons.

35. The NHL denies the allegations in paragraph 35 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

36. The NHL denies the allegations in paragraph 36 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

37. The NHL denies the allegations in paragraph 37, except admits Cleghorn is a member of the Hockey Hall of Fame.

3. Response to “The Richard Incident”

38. The NHL denies the allegations in paragraph 38 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Maurice Richard was nicknamed “Rocket,” scored 544 goals in his NHL career, was the first player to score 50 goals in 50 games, and played in the NHL for portions of the 1942-43 to 1959-60 NHL regular seasons.

39. The NHL denies the allegations in paragraph 39 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

40. The NHL denies the allegations in paragraph 40 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

41. The NHL denies the allegations in paragraph 41 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

42. The NHL denies the allegations in paragraph 42, except admits Richard is a member of the Hockey Hall of Fame.

C. Response to “The NHL Fosters a Culture of ‘Enforcers’ and ‘Goons’”

43. The NHL denies the allegations in paragraph 43 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits the term “enforcer” is used by some people to describe certain players.

44. The NHL denies the allegations in paragraph 44 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Dave Schultz played in the NHL for portions of the 1971-80 to 1979-80 NHL regular seasons.

45. The NHL denies the allegations in paragraph 45 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

46. The NHL denies the allegations in paragraph 46 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

47. The NHL denies the allegations in paragraph 47 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Randy Holt played in the NHL for portions of the 1974-75 to 1983-84 NHL regular seasons.

48. The NHL denies the allegations in the first through fourth sentences paragraph 48 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein except admits Dino Ciccarelli played for the Minnesota North Stars during his

NHL career, and he was suspended after striking Luke Richardson with his stick in 1988. The NHL denies the allegations in the fifth sentence of paragraph 48, except admits Ciccarelli is a member of the Hockey Hall of Fame

49. The NHL denies the allegations in the first through sixth sentences of paragraph 49, except admits Marty McSorley was charged and sentenced to probation after striking Donald Brashear with his stick during an NHL game in 2000 and that Brashear suffered a concussion as a result of the incident. The NHL denies the allegations in the seventh and eighth sentences of paragraph 49 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

50. The NHL denies the allegations in paragraph 50 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

51. The NHL denies the allegations in paragraph 51 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

D. Response to “The NHL Is Now Inextricably Linked to Extreme Violence”

52. The NHL denies the allegations in paragraph 52 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

1. Response to “Document Depictions of Extreme Violence”

53. The NHL denies the allegations in paragraph 53 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

54. The NHL denies the allegations in paragraph 54 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

55. The NHL denies the allegations in paragraph 55 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Christopher Nilan played in the NHL for portions of the 1979-80 to 1991-92 NHL regular

seasons, was an NHL all-star, and played for an NHL Club that won the Stanley Cup.

56. The NHL denies the allegations in paragraph 56 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

2. Response to “Abstract and Other Media Depictions of Extreme Violence”

57. The NHL denies the allegations in paragraph 57 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

58. The NHL denies the allegations in paragraph 58 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

59. The NHL denies the allegations in paragraph 59 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

60. The NHL denies the allegations in paragraph 60 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

61. The NHL denies the allegations in paragraph 61 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

62. The NHL denies the allegations in paragraph 62 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

E. Response to “The NHL Uses Its Extreme Violence as a Commodity to Generate Billions of Dollars”

63. The NHL denies the allegations in the first sentence of paragraph 63. The NHL denies the remaining allegations in paragraph 63 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, including the quoted language, except admits plaintiff references a 1988 *Miami Herald* article and a 1989 *Wall Street Journal* article.

64. The NHL denies the allegations and characterizations in paragraph 64, except

admits plaintiff references a 1986 *Sports Illustrated* article.

65. The NHL denies the allegations and characterizations in paragraph 65, except admits plaintiff references a statement purportedly made former NHL President Clarence Campbell in William McMurtry's 1974 report.

66. The NHL denies the allegations in paragraph 66, except admits plaintiff references a statement in McMurtry's 1974 report.

67. The NHL denies the allegations in paragraph 67, except admits plaintiff references a purported conversation between former NHL President Clarence Campbell and Mr. McMurtry contained in McMurtry's 1974 report.

68. The NHL denies the allegations in paragraph 68, except admits plaintiff references a purported conversation between former NHL President Clarence Campbell and Mr. McMurtry contained in McMurtry's 1974 report.

69. The NHL denies the allegations in paragraph 69, except admits plaintiff references a purported conversation between former NHL President John Ziegler and Representative Henry J. Hyde.

F. Response to "The NHL Has Known that Its Violent Construct Has Created and Will Continue to Create Imminent Risks of Head Trauma to NHL Players Which Result in Devastating and Long-Term Negative Health Effects"

1. Response to "The Concussion Problem Is Endemic to the NHL"

70. The NHL denies the allegations in paragraph 70 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

71. The NHL denies the allegations in paragraph 71 except admits plaintiff references a 1998 *Globe and Mail* article.

72. The NHL denies the allegations in paragraph 72 because plaintiff fails to identify a source for his citation to statements purportedly made by the American Association of Neurological Surgeons, and the NHL is therefore without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

73. The NHL denies the allegations in paragraph 73 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

74. The NHL denies the allegations in paragraph 74 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits symptoms of concussion can first appear hours or days after an injury.

75. The NHL denies the allegations in paragraph 75 because plaintiff fails to identify a source for his purported reference to statements made by unidentified neurologists, and the NHL is therefore without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

76. The NHL denies the allegations in paragraph 76.

77. The NHL denies the allegations in paragraph 77, except states that some scientists have used the term “second-impact syndrome.”

78. The NHL denies the allegations in paragraph 78.

79. The NHL denies the allegations in paragraph 79.

80. The NHL denies the allegations in paragraph 80.

81. The NHL denies the allegations in paragraph 81.

82. The NHL denies the allegations in paragraph 82, except admits, on information and belief, the Boston University School of Medicine Center for the Study of Traumatic

Encephalopathy purported to find the CTE tauopathy in the brains of certain former NHL players.

83. The NHL denies the allegations in paragraph 83.

2. Response to “Scientists Warn Against the Concussion Problem While the NHL Continues Profiting from Extreme Violence”

84. The NHL denies the allegations in paragraph 84.

85. The NHL denies the allegations and characterizations in paragraph 85, except admits plaintiff references a 1928 article by Harrison Martland. The NHL refers to the article for a complete and accurate statement of its contents, including its scope, methodology and any limitations.

86. The NHL denies the allegations and characterizations in paragraph 86, except admits plaintiff references a 1928 article by Harrison Martland. The NHL refers to the article for a complete and accurate statement of its contents, including its scope, methodology and any limitations.

87. The NHL denies the allegations and characterizations in paragraph 87, except admits plaintiff references a 1937 article in the *U.S. Naval Medicine Bulletin*, a 1941 article in the *Journal of the American Medical Association* (“JAMA”), a 1952 article in *JAMA* and a 1952 article in the *New England Journal of Medicine*. The NHL refers to the articles for a complete and accurate statement of their contents, including their scope, methodology and any limitations.

88. The NHL denies the allegations and characterizations in paragraph 88, except admits plaintiff references a 1956 article in the *Journal of Neurology, Neurosurgery and Psychiatry*, a 1959 article in the *Journal of Medical Science*, and a 1959 article in the *Canadian Medical Association Journal*. The NHL refers to the articles for a complete and accurate statement of their contents, including their scope, methodology and any limitations.

89. The NHL denies the allegations and characterizations in paragraph 89, except admits plaintiff references a 1962 article in *JAMA*, a 1966 article in the *Journal of Neurology*, and a 1968 article in the *Journal of Neurochirurgia*, a 1968 article in the *Canadian Medical Association Journal*. The NHL refers to the articles for a complete and accurate statement of their contents, including their scope, methodology and any limitations.

90. The NHL denies the allegations and characterizations in paragraph 90, except admits plaintiff references a 1968 article in the *Canadian Medical Association Journal*. The NHL refers to the article for a complete and accurate statement of its contents, including its scope, methodology and any limitations.

91. The NHL denies the allegations and characterizations in paragraph 91, except admits plaintiff references a 1969 article in *JAMA*. The NHL refers to the article for a complete and accurate statement of its contents, including its scope, methodology and any limitations.

92. The NHL denies the allegations and characterizations in paragraph 92, except admits plaintiff references a 1969 article in the *British Journal of Psychiatry* and a 1969 article by Anthony Roberts. The NHL refers to the articles for a complete and accurate statement of their contents, including their scope, methodology and any limitations.

93. The NHL denies the allegations and characterizations in paragraph 93, except admits plaintiff references a 1970 article in *Lancet* and a 1970 article in *Medical & Science in Sports*. The NHL refers to the articles for a complete and accurate statement of their contents, including their scope, methodology and any limitations.

94. The NHL denies the allegations and characterizations in paragraph 94, except admits that some scientists have used the term “second-impact syndrome” and plaintiff references a 1973 article in *Psychology Medicine* and a 1974 article in *Journal of Brain*, two

1974 articles in *Lancet*, a 1975 article in *Lancet*, a 1975 article in the *Minerva Medical Journal*, a 1978 article in *Aging*, and a 1979 article in the *British Journal of Sports Medicine*. The NHL refers to the articles for a complete and accurate statement of their contents, including their scope, methodology and any limitations.

95. The NHL denies the allegations and characterizations in paragraph 95, except admits plaintiff references a 1980 article in the *Canadian Journal of Applied Sports Science*. The NHL refers to the article for a complete and accurate statement of its contents, including its scope, methodology and any limitations.

96. The NHL denies the allegations in paragraph 96, including each subpart.

97. The NHL denies the allegations in paragraph 97, except admits the Colorado Medical Society has published guidelines related to head injuries.

98. The NHL denies the allegations in paragraph 98, including each subpart, except admits the Colorado Medical Society has published guidelines related to head injuries.

99. The NHL denies the allegations and characterizations in paragraph 99 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

100. The NHL denies the allegations and characterizations in paragraph 100, except admits plaintiff references a 2000 article in the *Clinical Journal of Sport Medicine*. The NHL refers to the article for a complete and accurate statement of its contents, including its scope, methodology and any limitations.

101. The NHL denies the allegations and characterizations in paragraph 101, except admits certain experts on concussions attended the International Conference on Concussion in Sport in Vienna in 2001.

102. The NHL denies the allegations and characterizations in paragraph 102, except admits certain experts on concussions attended the International Conference on Concussion in Sport in Vienna in 2001.

103. The NHL denies the allegations and characterizations in paragraph 103, except admits that abstracts titled *Procedures After Minor Traumatic Brain Injury mTBI In Ice Hockey to Prevent Neurological Sequelae and Concussion Experience: Swedish Elite Ice Hockey League* were included in the materials for the First International Conference on Concussion in Sport (Vienna 2001). The NHL refers to the abstracts for a complete and accurate statement of their contents, including their scope, methodology and any limitations.

104. The NHL denies the allegations and characterizations in paragraph 104, except admits that experts on concussions attended the International Conference on Concussion in Sport in Prague in 2004 and issued a summary and agreement statement thereafter. The NHL refers to that summary and agreement statements for a complete and accurate statement of its contents, including its scope, methodology and any limitations.

105. The NHL denies the allegations and characterizations in paragraph 105, except admits plaintiff references a 2004 article in the *Clinical Journal of Sport Medicine*. The NHL refers to the article for a complete and accurate statement of its contents, including its scope, methodology and any limitations.

106. The NHL denies the allegations and characterizations in paragraph 106, except admits plaintiff references a 2004 article in the *Clinical Journal of Sport Medicine*. The NHL refers to the article for a complete and accurate statement of its contents, including its scope, methodology and any limitations.

107. The NHL denies the allegations and characterizations in paragraph 107, except

admits plaintiff references a 2011 article in the *Clinical Journal of Sport Medicine*. The NHL refers to the article for a complete and accurate statement of its contents, including its scope, methodology and any limitations.

108. The NHL denies the allegations and characterizations in paragraph 108, except admits plaintiff references a 2012 article in the *Clinical Journal of Sport Medicine*. The NHL refers to the article for a complete and accurate statement of its contents, including its scope, methodology and any limitations.

109. The NHL denies the allegations and characterizations in paragraph 108, except admits plaintiff references a 2012 article in the *Clinical Journal of Sport Medicine*. The NHL refers to the article for a complete and accurate statement of its contents, including its scope, methodology and any limitations.

3. Response to “The NHL’s Knowledge of Head Trauma Documented Through Media Coverage of NHL Incidents”

110. The NHL denies the allegations in paragraph 110.

111. The NHL denies the allegations in the first sentence of paragraph 111, except admits plaintiff references a 1978 *Globe and Mail* article. The NHL admits the allegations in the second sentence of paragraph 111 that Rick Martin played in the NHL for portions of the 1971-72 to 1981-82 regular seasons. The NHL denies the allegations in the third through fifth sentences of paragraph 111 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, including the quoted language. The NHL denies the allegations in sixth sentence of paragraph 111 because plaintiff does not identify the 1987 news article that purportedly quotes former NHL president John Zeigler, and the NHL is therefore without knowledge or information sufficient to form a belief as to the truth of the allegations therein. The NHL denies the allegations in the seventh sentence of paragraph 111,

except admits Farrish last played in the NHL during the 1983-84 season and that Farrish has been on the coaching staff of certain NHL Clubs at times following his retirement.

112. The NHL denies the allegations and characterizations in paragraph 112, except admits plaintiff references a 1988 article in the *Philadelphia Inquirer*.

113. The NHL denies the allegations and characterizations in paragraph 113, except admits plaintiff references a 2012 article in the *Daily Mail*.

114. The NHL denies the allegations and characterizations in the first and fourth sentences of paragraph 114, except admits plaintiff references a 1987 *Globe and Mail* article. The NHL admits the allegations in the second sentence of paragraph 114 that Earl Seibert played in the NHL for portions of the 1931-32 to 1945-46 regular seasons. The NHL denies the allegations in the third sentence of paragraph 114, except admits Seibert is a member of the Hockey Hall of Fame.

115. The NHL denies the allegations and characterizations in the first and fifth sentences of paragraph 115, except admits plaintiff references a 1987 *Associated Press* article. The NHL admits the allegations in the second and third sentences of paragraph 115 that Brad Marsh played in the NHL for portions of the 1978-79 to 1992-93 regular seasons and was an NHL all-star in his final season. The NHL denies the allegations in the fourth sentence of paragraph 115 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

116. The NHL denies the allegations and characterizations in the first, third and fifth sentences of paragraph 116, except admits plaintiff references a 1988 articles in the *Globe and Mail*. The NHL denies the allegations in the second and fourth sentences of paragraph 116, except admits that Edgar Laprade played in the NHL for portions of the 1945-46 to 1954-55

regular seasons and Bill Ezinicki played in the NHL for portions of the 1944-45 to 1954-55 regular seasons. The NHL denies the allegations in the sixth sentence of paragraph 116, except admits Laprade is a member of the Hockey Hall of Fame.

117. The NHL denies the allegations and characterizations in the first through third, sixth and seventh sentences of paragraph 117, except admits plaintiff references two articles in the *Globe and Mail*. The NHL admits the allegations in the fourth sentence of paragraph 117 that David Granger played in the NHL for portions of the 1984-85 to 1998-99 regular seasons. The NHL denies the allegations in the fifth sentence of paragraph 117 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

4. Response to “The NHL’s Knowledge of Head Trauma to Its Own Icons”

118. The NHL denies the allegations in paragraph 118.

a. Response to “Gordie Howe’s Head Trauma Issues”

119. The NHL admits the allegations in the first sentence of paragraph 119. The NHL admits the allegations in the second sentence of paragraph 119 that Howe played in the NHL for portions of the 1946-47 to 1979-80 regular seasons. The NHL denies the allegations in the third sentence of paragraph 119 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except states Gordie Howe is a member of the Hockey Hall of Fame. The NHL denies the allegations in the fourth and fifth sentences of paragraph 119 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits plaintiff references an article in the *Detroit Free Press*.

b. Response to “Marc Savard’s Head Trauma Issues”

120. The NHL admits the allegations in the first sentence of paragraph 120 that Marc

Savard played in the NHL for portions of the 1997-98 to 2010-11 regular seasons. The NHL denies the allegations in the second sentence of paragraph 120 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein. The NHL admits the allegations in the third sentence of paragraph 120.

121. The NHL denies the allegations in paragraph 121, except admits plaintiff selectively and incompletely quotes language attributed to Gary Bettman that appears in news articles.

122. The NHL denies the allegations in the first sentence of paragraph 122, except admits Matt Cooke played in the NHL for portions of the 1998-99 to 2014-15 regular seasons. The NHL denies the allegations in the second and third sentences of paragraph 122 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Cooke was suspended in 2012.

123. The NHL denies the allegations in paragraph 123 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits plaintiff references a 2012 *ESPN* article.

c. Response to “Nick Kypreos’s Head Trauma Issues”

124. The NHL denies the allegations in the first sentence of paragraph 124, except admits plaintiff references a 1998 *Canadian Press* article. The NHL admits the allegations in the second sentence of paragraph 124 that Nick Kypreos played in the NHL for portions of the 1989-90 to 1996-97 regular seasons. The NHL denies the allegations in the third sentence of paragraph 124 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

125. The NHL admits the allegation in the first sentence of paragraph 125 that Kypreos played on a Stanley Cup winning NHL Club. The NHL denies the remaining allegations in

paragraph 125, except admits plaintiff references a 1998 *Canadian Press* article.

d. Response to “Dennis Vaske’s Head Trauma Issues”

126. The NHL admits the allegations in the first sentence of paragraph 126 that Dennis Vaske played in the NHL for portions of the 1990-91 to 1998-99 regular seasons. The NHL denies the allegations in the second sentence of paragraph 126 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein. The NHL denies the remaining allegations in paragraph 126 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, including the quoted language, except states Vaske decided to retire after a concussion in 1997.

e. Response to “Gino Odjick’s Head Trauma Issues”

127. The NHL denies the allegations in paragraph 127 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Gino Odjick played in the NHL for portions of the 1990-91 to 2001-02 regular seasons.

128. The NHL denies the allegations paragraph 128 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

f. Response to “Dean Chynoweth’s Head Trauma Issues”

129. The NHL denies the allegations in paragraph 129 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Dean Chynoweth played in the NHL for portions of the 1988-89 to 1997-98 regular seasons.

130. The NHL denies the allegations in paragraph 130 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, including the quoted language, except admits plaintiff references a 2014 *Sports Illustrated* article that purports to quote Chynoweth.

g. Response to “Geoff Courtnall’s Head Trauma Issues”

131. The NHL admits the allegations in paragraph 131 that Geoff Courtnall played in the NHL for portions of the 1983-84 to 1999-2000 regular seasons.

132. The NHL denies the allegations in paragraph 132 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein except admits Bryan Berard was suspended for two games in 1999.

h. Response to “Petr Svoboda’s Head Trauma Issues”

133. The NHL admits the allegations in paragraph 133 that Petr Svoboda played in the NHL for portions of the 1984-85 to 2000-01 regular seasons.

134. The NHL denies the allegations in paragraph 134 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Shane Doan was suspended in 2010 and denies Doan is playing in the NHL today.

i. Response to “Jeff Beukeboom’s Head Trauma Issues”

135. The NHL denies the allegations in paragraph 135 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Jeff Beukeboom played in the NHL over the course of 13 NHL seasons and played on NHL Clubs that won four Stanley Cups.

136. The NHL denies the allegations in paragraph 136 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Matt Johnson was suspended in 1998, that Johnson last played in the NHL during the 2003-2004 season and that Johnson had over 1,500 penalty minutes in his career.

j. Response to “Adam Deadmarsh’s Head Trauma Issues”

137. The NHL admits the allegations in paragraph 137 that Adam Deadmarsh played in the NHL for portions of the 1994-95 to 2002-03 regular seasons.

138. The NHL denies the allegations in paragraph 138 because it is without knowledge

or information sufficient to form a belief as to the truth of the allegations therein, including the quoted language.

139. The NHL denies the allegations in the first sentence of paragraph 139. The NHL denies the remaining allegations in paragraph 139 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Bernie Nicholls and Jovanovski have been suspended.

k. Response to “Stu Grimson’s Head Trauma Issues”

140. The NHL denies the allegations in paragraph 140 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Stu Grimson played in the NHL for portions of the 1989-90 to 2001-02 regular seasons.

141. The NHL denies the allegations in paragraph 141 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except Dave Brown was suspended 15 games, Brown was in the NHL for portions of the 1982-83 to 1995-96 regular seasons, and Brown played for a team that won the Stanley Cup.

142. The NHL denies the allegations in paragraph 142 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

l. Response to “The Moore Brothers’ Head Trauma Issues”

143. The NHL denies the allegations in paragraph 143 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits that Steve Moore and Mark Moore are brothers who were drafted by NHL Clubs, and that Todd Bertuzzi struck Steve Moore in a 2004 NHL game.

144. The NHL denies the allegations in paragraph 144 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits

Bertuzzi was suspended in 2001 and Bertuzzi played in over 1,000 NHL games in his NHL career and denies Bertuzzi still plays in the NHL.

m. Response to “Keith Primeau’s Head Trauma Issues”

145. The NHL admits the allegations in paragraph 145 that Keith Primeau played in the NHL for portions of the 1990-91 to 2005-06 regular seasons.

146. The NHL denies the allegations in paragraph 146 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except states Mr. Primeau decided to retire after a concussion following a check from Alex Perezhogin and states, on information and belief, Primeau agreed in April 2009 to donate his brain to Boston University upon his death.

147. The NHL denies the allegations in paragraph 147 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

n. Response to “Matthew Barnaby’s Head Trauma Issues”

148. The NHL denies the allegations in paragraph 148 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Matthew Barnaby played in the NHL for portions of the 1992-93 to 2006-07 regular seasons.

149. The NHL denies the allegations in paragraph 149 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

o. Response to “Mike Richter’s Head Trauma Issues”

150. The NHL denies the allegations in paragraph 150 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Mike Richter played in the NHL for portions of the 1989-90 to 2002-03 regular seasons and Richter is a member of the Hockey Hall of Fame.

p. Response to “Scott Steven’s Head Trauma Issues”

151. The NHL denies the allegations in paragraph 151 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Scott Stevens played in the NHL for portions of the 1982-83 to 2003-04 regular seasons.

q. Response to “Pat LaFontaine’s Head Trauma Issues”

152. The NHL denies the allegations in paragraph 152 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Pat LaFontaine played in the NHL for portions of the 1983-84 to 1997-98 regular seasons.

153. The NHL denies the allegations in paragraph 153 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Francois Leroux played in the NHL for portions of the 1988-89 to 1997-98 regular seasons.

154. The NHL further denies the allegations in paragraph 154 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, including the quoted language.

155. The NHL denies the allegations in paragraph 155, except admits LaFontaine is a member of the Hockey Hall of Fame and LaFontaine decided to retire after a concussion in 1998.

r. Response to “Chris Pronger’s Head Trauma Issues”

156. The NHL denies the allegations in paragraph 156 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Chris Pronger played in the NHL for portions of the 1993-94 to 2011-12 regular seasons.

157. The NHL denies the allegations in paragraph 157 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

s. Response to “Paul Kariya’s Head Trauma Issues”

158. The NHL denies the allegations in paragraph 158 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits

Paul Kariya played in the NHL for portions of the 1994-95 to 2009-10 regular seasons, was an NHL all-star, scored over 400 goals in his career, and won the Lady Byng Trophy for the 1995-96 and 1996-97 seasons.

159. The NHL denies the allegations in paragraph 159 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Kariya was injured following a collision Gary Suter, Suter was suspended four games, Suter played in the NHL for portions of the 1985-86 to 2001-02 regular seasons, Suter played in the NHL for over 1,000 games, Suter signed a contract in 1998 for \$10 million and Suter is a member of the Hockey Hall of Fame.

160. The NHL denies the allegations in paragraph 160 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits a player was suspended for hitting Kariya during a 1996 game.

161. The NHL denies the allegations in paragraph 161 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Kariya was injured following a collision with an opponent in a 2003 game and returned to play in that game.

162. The NHL denies the allegations in paragraph 162 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, including the quoted language, except admits plaintiff references a 2011 *Toronto Star* article that purports to quote Kariya and specifically denies the truth of the allegations in the final sentence of the paragraph.

t. Response to “The Lindros Brother’s Head Trauma Issues”

163. The NHL admits the allegations in paragraph 163.

164. The NHL admits the allegations in the first sentence of paragraph 164. The NHL denies the allegations in the second sentence of paragraph 164 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein. The NHL denies the allegations in the third sentence of paragraph 164.

165. The NHL admits the allegations in the first sentence of paragraph 165. The NHL denies the allegations in the second and subsequent sentences of paragraph 165 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, including the quoted language, except admits plaintiff references a 1996 *New York Times* article that purports to quote Brett Lindros.

166. The NHL denies the allegations in paragraph 166 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, including the quoted language, except admits plaintiff references a 1996 *Globe and Mail* article that purports to quote Brett Lindros.

167. The NHL denies the allegations in paragraph 167, except admits plaintiff references a 1996 *Globe and Mail* article that purports to quote Mike Millbury.

168. The NHL denies the allegations in paragraph 168 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits plaintiff references a 1997 *Globe and Mail* article that purports to quote Eric Lindros.

169. The NHL denies the allegations in paragraph 169, except admits plaintiff references a 1997 *Globe and Mail* article that purports to quote a member of the Lindros family.

170. The NHL denies the allegations in paragraph 170 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits plaintiff references a 1997 *Globe and Mail* article.

u. Response to “Tony Granato’s Head Trauma Issues”

171. The NHL denies the allegations in paragraph 171 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Tony Granato played in the NHL for portions of the 1988-89 to 2000-01 regular seasons.

G. Response to “Despite Knowledge of the Imminent Risk of Head Trauma and Its Devastating and Long-Term Negative Health Effects, the NHL Has Failed to Warn and Adequately Protect Its Players”

172. The NHL denies the allegations in the fourth and fifth sentences of paragraph 172. The NHL denies the allegations in the first sentence of paragraph 172, except admits plaintiff quotes from a 2011 NHL.com article. The NHL denies the allegations and characterizations in the second sentence of paragraph 172, except admits plaintiff selectively and incompletely quotes language from NHL Deputy Commissioner Daly’s 2014 statement before the House of Representatives Committee on Energy and Commerce, Subcommittee on Commerce, regarding concussions in sports and refers the Court to Commissioner Daly’s complete testimony for its complete and accurate contents and context. The NHL denies the allegations and characterizations in the third sentence of paragraph 172, except admits that a helmet requirement was instituted in 1979 after bargaining and reaching agreement with the National Hockey League Players’ Association (“NHLPA”).

173. The NHL denies the allegations and characterizations in the first sentence of paragraph 173, except admits plaintiff quotes from a 2002 Seton Hall law journal article. The NHL denies the allegations in the second sentence of paragraph 173, except admits plaintiff quotes from a 2011 a BleacherReport.com article. The NHL denies the allegations in the third sentence of paragraph 173, except admits plaintiff quotes from a 1992 *Globe and Mail* article.

174. The NHL denies the allegations in paragraph 174, except admits plaintiff quotes from a 2012 Valpraiso University law review article.

175. The allegation that the NHL has “failed to warn” players states a legal conclusion to which no responsive pleading is necessary. To the extent a response is required, the NHL denies that allegation. The NHL denies the remaining allegations in paragraph 175.

1. Response to “The NHL Spurns Many Different Calls for Change Throughout the Eras”

176. The NHL denies the allegations in the first sentence of paragraph 176. The NHL denies the allegations and characterizations in paragraph 176, except admits plaintiff quotes from a 1977 *Globe and Mail* article that purports to quote former NHL president John Ziegler.

177. The NHL denies the allegations and characterizations in paragraph 177, except admits plaintiff quotes from a 1978 *Globe and Mail* article that purports to quote Brian O’Neil.

178. The NHL denies the allegations and characterizations in paragraph 178, except admits plaintiff quotes from a 1978 *Globe and Mail* article that purports to quote Brian O’Neil.

179. The NHL denies the allegations in paragraph 179.

a. Response to “The Sports Violence Act of 1980”

180. The NHL admits the allegations in paragraph 180.

181. The NHL denies the allegations in paragraph 181 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

182. The NHL denies the allegations in paragraph 182 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits plaintiff quotes language from a congressional hearing before the Subcommittee on Crime of the Committee on the Judiciary House of Representatives.

183. The NHL denies the allegations in paragraph 183 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits plaintiff quotes language from a congressional hearing before the Subcommittee on Crime of the

Committee on the Judiciary House of Representatives.

184. The NHL denies the allegations in paragraph 184 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits plaintiff quotes language from a congressional hearing before the Subcommittee on Crime of the Committee on the Judiciary House of Representatives.

185. The NHL denies the allegations in paragraph 185 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits plaintiff quotes language from a congressional hearing before the Subcommittee on Crime of the Committee on the Judiciary House of Representatives.

b. Response to “The McMurtry Report”

186. The NHL denies the allegations in paragraph 186, except, on information and belief, states that two members of Ontario’s provincial government asked Mr. McMurtry to investigate “violence” occurring in an Ontario Hockey Association Juniors game and Mr. McMurtry interviewed some NHL players in creating his report and admits plaintiff quotes from Mr. McMurtry’s report.

c. Response to “Hockey Legends Blow the Whistle”

187. The NHL denies the allegations in the first and fourth through seventh sentences of paragraph 187 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits plaintiff references and quotes from a 1978 *Globe and Mail* that purports to quote Bobby Hull. The NHL admits the allegations in the second and third sentences of paragraph 187 that Hull played in the NHL for portions of the 1957-58 to 1980-81 regular seasons and that Hull is a member of the Hockey Hall of Fame.

188. The NHL denies the allegations in paragraph 188 because it is without knowledge or information to form a belief as to the truth of the allegations therein, except admits plaintiff

quotes from a 1979 *Globe and Mail* that purports to quote Bobby Hull.

189. The NHL denies the allegations in the first and fifth sentences of paragraph 189 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits plaintiff quotes a 1989 *Globe and Mail* article that purports to quote Bobby Orr. The NHL admits the allegations in the second, third and fourth sentences of paragraph 189 that Orr played in the NHL for portions of the 1966-67 to 1978-79 regular seasons, that Orr played for an NHL team that won the Stanley Cup, and that Orr is a member of the Hockey Hall of Fame.

190. The NHL denies the allegations in the fourth and fifth sentences of paragraph 190 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein. The NHL admits the allegations in the first, second and third sentences of paragraph 190 that Bossy played in the NHL for portions of the 1977-78 to 1986-87 regular seasons, that Bossy was an NHL all-star five times and that Bossy is a member of the Hockey Hall of Fame.

d. Response to “Canadian Authorities Seek Reform”

191. The NHL denies the allegations in paragraph 191 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits plaintiff quotes from a 1979 *Globe and Mail* article.

192. The NHL denies the allegations in paragraph 192 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits plaintiff quotes from a 1985 *Globe and Mail* article that purports to quote Otto Jelinek.

e. Response to “Additional Backlash”

193. The NHL denies the allegations in paragraph 193 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits

plaintiff quotes from a 1984 *Globe and Mail* article that purports to quote a former “executive vice president” of the NHL.

194. The NHL denies the allegations in paragraph 194 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits plaintiff quotes from a 1985 *Globe and Mail* article that purports to quote John Ziegler.

195. The NHL denies the allegations in paragraph 195 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits plaintiff quotes from a *Chicago Tribune* article that purports to quote John Ziegler.

f. Response to “The Rink”

196. The NHL denies the allegations in paragraph 196, except admits, in the mid-to-late 1990s, seamless glass systems were introduced in certain arenas to provide a better viewing experience for fans, and that thereafter concern arose among the NHL and NHLPA that seamless glass was less flexible than more traditional forms of shielding, leading to a resolution to require NHL Clubs to retrofit seamless glass systems to meet certain flexibility standards.

197. The NHL denies the allegations in paragraph 197, except admits some players later raised concerns about the flexibility of seamless glass systems.

198. The NHL denies the allegations in paragraph 198 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits plaintiff quotes a 1997 *New York Times* article that purports to quote Derian Hatcher.

199. The NHL denies the allegations in paragraph 199 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits plaintiff quotes a 1997 *New York Times* article that purports to quote Arthur Pincus.

200. The NHL denies the allegations and characterizations in paragraph 200, except admits the NHL, through agreement with the NHLPA, passed a resolution requiring NHL Clubs

to retrofit seamless glass systems to meet certain flexibility standards.

201. The NHL denies the allegations and characterizations in paragraph 201, except admits the NHL, following negotiation with the NHLPA, required Clubs to replace any retrofitted seamless glass systems with acrylic systems by the start of the 2011-12 season.

g. Response to “Player Equipment”

202. The NHL denies the allegations in paragraph 202.

203. The NHL denies the allegations in paragraph 203, except admits, in 2003, the NHL and the NHLPA agreed on a requirement that player elbow pads have at least one-half inch of padding.

204. The NHL denies the allegations in paragraph 204 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits plaintiff references a NESN.com article.

205. The NHL denies the allegations in paragraph 205.

206. The NHL denies the allegations and characterizations in paragraph 206 except admits, in 2010, the NHL and the NHLPA agreed on a requirement that player shoulder pads have at least one-half inch of padding.

207. The NHL denies the allegations and characterizations in paragraph 207.

208. The NHL denies the allegations in paragraph 208 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits plaintiff quotes from a *Boston Globe* article that purports to quote Cam Neely.

2. Response to “In 1997, the NHL Undertakes an Untimely and Purposefully Ineffective ‘Concussion Program’”

209. The NHL denies the allegations in paragraph 209, except admits, in 1997, the NHL and the NHLPA jointly established and administered a collectively-bargained concussion program for active players.

210. The NHL denies the allegations in paragraph 210.

211. The NHL denies the allegations in paragraph 211, except admits, as part of the collectively-bargained concussion program for active players established by the NHL and the NHLPA in 1997, concussions that occurred during regular-season NHL games from 1997 through 2004 were recorded and data was collected pursuant to the concussion program.

212. The NHL denies the allegations in paragraph 212, except admits plaintiff references a study by Brian Benson titled “A prospective study of concussions among National Hockey League players during regular season games: the NHL-NHLPA Concussion Program” (“Benson Study”), which speaks for itself.

213. The NHL denies the allegations in paragraph 213.

214. The NHL denies the allegations in paragraph 214.

215. The NHL denies the allegations in paragraph 215.

216. The NHL denies the allegations in paragraph 216.

217. The NHL denies the allegations in paragraph 217.

218. The NHL denies the allegations and characterizations in paragraph 218, except admits plaintiff references to a news article purporting to quote portions of a statement Commissioner Bettman made at a 2007 press conference.

219. The NHL denies the allegations in paragraph 219.

3. Response to “The NHL Undertakes an Untimely and Purposefully Ineffective Rule 48”

220. The NHL denies the allegations in paragraph 220, except admits, in 2010, the NHL and NHLPA agreed to the creation of Rule 48, under which certain types of hits to the head resulted in penalties and potential supplemental discipline.

221. The NHL denies the allegations in paragraph 221.

a. Response to “The Head Trauma to Sidney Crosby Further Exposes the NHL’s Failure to Warn and Adequately Protect Against the Imminent Risk of Head Trauma and Its Devastating and Long-Term Negative Health Effects”

222. The NHL denies the allegations in the first and second sentences of paragraph 222. The NHL denies the allegations in the fourth through eight sentences of paragraph 222 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits that Sidney Crosby has received numerous NHL accolades and awards since entering the NHL, and was a member of the 2014 Canadian team that won a gold medal in the 2014 Winter Olympics. The NHL admits the allegations in the third sentence.

223. The NHL denies the allegations and characterizations in the third sentence of paragraph 223, except admits Dave Steckel collided with Sydney Crosby during the Winter Classic on January 1, 2011. The NHL denies the allegations in the fifth sentence of paragraph 223 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein. The NHL admits the allegations in the first and second sentences of paragraph 223. The NHL admits the allegations in the fourth sentence of paragraph 223 that Steckel played in the NHL for portions of the 2005-06 to 2012-13 regular seasons.

224. The NHL denies the allegations in the first and third sentences of paragraph 224 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Sidney Crosby returned to play in the 2011 Winter Classic after colliding with Dave Steckel and played in a game against the Tampa Bay Lightning four

days after the 2011 Winter Classic. The NHL denies the allegations and characterizations in the fourth and fifth sentence of paragraph 224, except admits Victor Hedman was penalized as a result of a hit on Sydney Crosby. The NHL admits the allegations in the second and sixth sentences of paragraph 224.

225. The NHL denies the allegations in paragraph 225 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

4. Response to “NHL Players Still Face the Same Imminent Risk of Head Trauma and Its Devastating and Long-Term Negative Health Effects”

a. Response to “Scientists Continue to Warn Against the Concussion Problem”

226. The NHL denies the allegations and characterizations in paragraph 226, except admits plaintiff quotes a 2013 article titled “Bodychecking Rules and Concussion in Elite Hockey.” The NHL refers the Court to the article for a complete and accurate statement of its contents, including its scope, methodology and any limitations.

b. Response to “The NHL Has Not Implemented Effective Change”

227. The NHL denies the allegations and characterizations in paragraph 227, except states that plaintiff references Benson Study, which speaks for itself.

228. The NHL denies the allegations and characterizations in paragraph 228, except states that plaintiff references Benson Study, which speaks for itself.

229. The NHL denies the allegations in paragraph 229.

c. Response to “The NHL Keeps Profiteering from Extreme Violence”

230. The NHL denies the allegations in the first and second sentences of paragraph 230. The NHL denies the allegations in the third sentence of paragraph 230 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

231. The NHL denies the allegations in the first and second sentences of paragraph 231 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits Krys Barch played in the NHL for portions of the 2006-07 to 2013-14 regular seasons. The NHL denies the allegations in the third sentence of paragraph 231. The NHL admits the allegations in the fourth sentence of paragraph 231.

232. The NHL denies the allegations in paragraph 232 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

233. The NHL denies the allegations in paragraph 233 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

234. The NHL denies the allegations in paragraph 234 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein.

235. The NHL denies the allegations in paragraph 235 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits plaintiff quotes from a youtube.com video that purports to quote game announcers.

236. The NHL denies the allegations in paragraph 236 because it is without knowledge or information sufficient to form a belief as to the truth of the allegations therein, except admits plaintiff quotes from a youtube.com video that purports to quote game announcers.

237. The NHL denies the allegations in the first sentence of paragraph 237. The NHL denies the remaining allegations in paragraph 237, including each subpart, because the allegations are based on statistics plaintiff has purportedly cited from the independent website “hockeyfights.com,” and the NHL is without knowledge or information sufficient to form a belief as to the truth of those allegations.

238. The NHL denies the allegations in paragraph 238.

RESPONSE TO “TOLLING OF THE STATUTES OF LIMITATIONS”

239. The NHL denies the allegations in paragraph 239.

240. The NHL denies the allegations in paragraph 240.

241. Paragraph 241 states legal conclusions to which no responsive pleading is necessary. To the extent a response is required, the NHL denies the allegations in paragraph 241.

RESPONSE TO “CLASS ACTION ALLEGATIONS”

242. The motion for class certification was denied by the Court in the MDL on July 13, 2018, and this paragraph states legal conclusions, and therefore, no responsive pleading is necessary. To the extent a response is required, the NHL admits the allegations in paragraph 242.

243. The motion for class certification was denied by the Court in the MDL on July 13, 2018 and this paragraph states legal conclusions, and therefore, no responsive pleading is necessary. To the extent a response is required, the NHL denies the allegations in paragraph 243.

244. The motion for class certification was denied by the Court in the MDL on July 13, 2018 and this paragraph states legal conclusions, and therefore, no responsive pleading is necessary. To the extent a response is required, the NHL denies the allegations in paragraph 244.

245. The motion for class certification was denied by the Court in the MDL on July 13, 2018 and this paragraph states legal conclusions, and therefore, no responsive pleading is necessary. To the extent a response is required, the NHL denies the allegations in paragraph 245.

246. The motion for class certification was denied by the Court in the MDL on July 13, 2018 and this paragraph states legal conclusions, and therefore, no responsive pleading is necessary. To the extent a response is required, the NHL denies the allegations in paragraph 246.

247. The motion for class certification was denied by the Court in the MDL on July 13, 2018 and this paragraph states legal conclusions, and therefore, no responsive pleading is necessary. To the extent a response is required, the NHL denies the allegations in paragraph 247.

248. The motion for class certification was denied by the Court in the MDL on July 13, 2018 and this paragraph states legal conclusions, and therefore, no responsive pleading is necessary. To the extent a response is required, the NHL denies the allegations in paragraph 248.

249. The motion for class certification was denied by the Court in the MDL on July 13, 2018 and this paragraph states legal conclusions, and therefore, no responsive pleading is necessary. To the extent a response is required, the NHL denies the allegations in paragraph 249.

250. The motion for class certification was denied by the Court in the MDL on July 13, 2018 and this paragraph states legal conclusions, and therefore, no responsive pleading is necessary. To the extent a response is required, the NHL denies the allegations in paragraph 250.

RESPONSE TO “COUNT I - NEGLIGENCE”

251. To the extent plaintiff incorporates preceding paragraphs of the Complaint, the NHL restates and incorporates by reference those preceding paragraphs of this Answer.

252. The allegations in paragraph 252 that the NHL had a “duty” and “breached” that duty are legal conclusions to which no responsive pleading is necessary. To the extent a response is required, the NHL denies those allegations. The NHL denies the remaining allegations in paragraph 252.

253. The allegations in paragraph 253 that the NHL had a “duty” and “breached” that duty are legal conclusions to which no responsive pleading is necessary. To the extent a response is required, the NHL denies those allegations. The NHL denies the remaining allegations in paragraph 253.

254. The allegations in paragraph 254 that the NHL had a “duty,” “breached” that duty and that plaintiff’s alleged injuries were the “direct and proximate result” state legal conclusions to which no responsive pleading is necessary. To the extent a response is required, the NHL denies those allegations. The NHL denies the remaining allegations in paragraph 254.

255. The NHL admits that plaintiff seeks damages and equitable relief and deny that they are entitled to any either.

RESPONSE TO “COUNT II – INTENTIONAL HARM”

256. To the extent plaintiff incorporates preceding paragraphs of the Complaint, the NHL restates and incorporates by reference those preceding paragraphs of this Answer.

257. The NHL denies the allegations in paragraph 257.

258. The NHL denies the allegations in paragraph 258.

259. The NHL denies the allegations in paragraph 259.

260. The allegation in paragraph 260 that plaintiff’s alleged injuries are the “direct and proximate result” of the NHL’s “misconduct” states a legal conclusion to which no responsive pleading is necessary. To the extent a response is required, the NHL denies that allegation. The

NHL denies the remaining allegations in paragraph 260.

261. The NHL admits that plaintiff seeks damages and equitable relief and deny that they are entitled to any either.

RESPONSE TO “COUNT III – FRAUDULENT CONCEALMENT”

262. To the extent plaintiff incorporates preceding paragraphs of the Complaint, the NHL restates and incorporates by reference those preceding paragraphs of this Answer.

263. The NHL denies the allegations in paragraph 263.

264. The NHL denies the allegations in paragraph 264.

265. The NHL denies the allegations in paragraph 265.

266. The allegation in paragraph 266 that plaintiff’s alleged injuries are the “direct and proximate result” of the NHL’s “misconduct” states a legal conclusion to which no responsive pleading is necessary. To the extent a response is required, the NHL denies that allegation. The NHL denies the remaining allegations in paragraph 266.

267. The NHL admits that plaintiff seeks damages and equitable relief and deny that they are entitled to any either.

RESPONSE TO “PRAYER FOR RELIEF”

Responding to the unnumbered WHEREFORE paragraph following paragraph 267, the NHL denies that it is liable to plaintiff for damages or any other relief prayed for in the Complaint.

RESPONSE TO “JURY TRIAL DEMAND”

The NHL admits that plaintiff is entitled to a jury trial.

PREAMBLE TO AFFIRMATIVE AND OTHER DEFENSES

The NHL reserves the right to rely upon any of the following or additional defenses to claims asserted by plaintiff to the extent that such defenses are supported by information developed through discovery or evidence at trial and thus reserves the right to amend its Answer and Defenses. By asserting the following affirmative defenses, the NHL does not allege or admit it has the burden of proof or the burden of persuasion with respect to any of these matters:

FIRST DEFENSE

Plaintiff may have failed to state a claim upon which relief can be granted.

SECOND DEFENSE

Plaintiff's claims are preempted, in whole or in part, under federal labor law and/or are required to be submitted to arbitration or for failure to exhaust his remedies under applicable collective bargaining agreements governing the terms and conditions of his employment as an NHL Player.

THIRD DEFENSE

Plaintiff's claims may be barred, in whole or in part, by the exclusive remedy provisions of various states' applicable Workers' Compensation statutes.

FOURTH DEFENSE

Plaintiff's claims may be barred, in whole or in part, because to the extent plaintiff seeks to impose tort liability on defendants in connection with defendants' promotion and marketing of the game of hockey, such conduct is protected speech under the First Amendment to the United States Constitution, thereby precluding tort liability.

FIFTH DEFENSE

Plaintiff's claims may be barred by the applicable statutes of limitations and/or repose.

SIXTH DEFENSE

Plaintiff has not sustained any injury or damages compensable by law.

SEVENTH DEFENSE

Plaintiff's claims may be barred, in whole or part, from recovery due to his contributory and/or comparative negligence.

EIGHTH DEFENSE

Plaintiff's claims may be barred, in whole or in part, from recovery due to his assumption of the risk.

NINTH DEFENSE

Any injury or damage sustained by plaintiff was caused, in whole or in part, by plaintiff's own lack of due care and fault, and/or by pre-existing conditions; and/or the lack of due care or fault of others for whom the NHL has no responsibility or control.

TENTH DEFENSE

Plaintiff's claims may be barred because plaintiff's injuries were actually or proximately caused, in whole or in part, by the intervening or superseding conduct of independent third parties and non-parties to this action or events that were extraordinary under the circumstances, not foreseeable in the normal course of events, or independent of or far removed from the NHL's conduct or control.

ELEVENTH DEFENSE

Plaintiff's claims may be barred, in whole or in part, because plaintiff did not rely to his detriment upon any statement or alleged omission by the NHL in electing to play hockey.

TWELFTH DEFENSE

Plaintiff's claims may be barred, in whole or in part, from recovery because they have made statements or taken actions that estop them from asserting his claims or constitute a waiver of his claims.

THIRTEENTH DEFENSE

An award of punitive damages against the NHL would amount to the deprivation of property without due process of law in violation of the Fifth and Fourteenth Amendments of the United States Constitution, the Eighth Amendment of the United States Constitution, and in violation of the constitutions of the various states that govern the claims in plaintiff's Complaint. The criteria for determining whether and what amount of punitive damages may be awarded are impermissibly vague, imprecise, and inconsistent, and for these and other reasons tend to promote the award of excessive damages verdicts, and are therefore not in accord with, and are antagonistic to, the protections of due process and the other aforementioned constitutional provisions.

FOURTEENTH DEFENSE

Plaintiff may have failed to mitigate his damages.

FIFTEENTH DEFENSE

To the extent plaintiff has settled some or all of his claims, if any, against other parties, or potential alleged joint tortfeasors, then the NHL is entitled a credit in the amount of said settlement(s) and/or the amount of the settling parties' allocated percentage of fault.

SIXTEENTH DEFENSE

Plaintiff may be barred, in whole or in part, from recovery, on the ground that they is subject to the defense of accord and satisfaction.

SEVENTEENTH DEFENSE

Plaintiff's damages, if any, may be barred, limited, or offset in the amount of any reimbursement received by plaintiff as a result of any workers compensation proceeding, insurance or other health benefits plan, or any amounts paid by any insurance or other health benefits plan.

EIGHTEENTH DEFENSE

Plaintiff's claims may be barred because of plaintiff's failure to join necessary and indispensable parties.

NINETEENTH DEFENSE

Any fraud-based claims are barred for failure to plead them with the particularity required under Rule 9(b) of the Federal Rules of Civil Procedure.

TWENTIETH DEFENSE

Plaintiff's claims may be barred because the NHL, as an unincorporated association of its Member Clubs, is not a proper entity to assert tort claims against based on applicable state law.

TWENTY-FIRST DEFENSE

Plaintiff's claims may be barred, in whole or in part, from recovery, due to spoliation of evidence.

TWENTY-SECOND DEFENSE

Plaintiff may be barred, in whole or in part, from recovery by the doctrine of laches.

JURY TRIAL DEMANDED

The NHL hereby demands a trial by jury on all issues so triable.

DATED: June 28, 2019

Respectfully submitted,

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